

SAMPLE/PROPOSED CONVEYANCE AGREEMENT

STATE OF _____)
COUNTY OF _____)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command, _____ Division (hereinafter called "GOVERNMENT"), pursuant to the authority of 40 USC 484 (e)(3)(E); 41 CFR 101-47.304-9(a)(I), and through a delegation of authority to the Secretary of Navy in accordance with the provisions of 41 CFR 101-47.302-2(a)(2), as owner of certain real property identified as _____, (hereinafter called the "PREMISES"), in consideration of the waiver and release from minimum demand charges, cancellation charges or other termination fees, owed by GOVERNMENT to _____ Public Service Authority (Change to fit circumstances) under Contract N62467-__-__-____, obtained for the benefit of GOVERNMENT by _____, (hereinafter, called "GRANTEE"), the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, unto the GRANTEE, its successors and assigns, all its right, title and interest to the [Example: electric distribution system located on the PREMISES including but not limited to, substations, switching- stations, transformers, capacitors, poles, down guys, lightning arrestors, insulators, spool racks, hot line clamps, air switches, fused cut outs, safety switches, all street lights and associated hardware and components and buildings identified as utility buildings](hereinafter called "SYSTEM") as further described in Exhibit "A", attached hereto and made a part hereof.

Together with all and singular the rights, members hereditaments and appurtenances to the said SYSTEM belonging or in any wise incident or appertaining.

To have and to hold all and singular the SYSTEM beforementioned unto said GRANTEE its heirs and assigns forever.

The SYSTEM is sold "AS IS" and "WHERE IS- without representation, warranty, or guaranty as to quantity, quality, title, character, physical and environmental condition, size or kind, or that the same is in condition fit to be used for the purpose for which intended.

GOVERNMENT assumes no liability for and GRANTEE agrees to hold GOVERNMENT harmless from damages for personal injury, illness, disability or death, to the GRANTEE, GRANTEE'S successors, assigns, employees, invitees, or any other person subject to GRANTEE'S control or direction, caused in connection with GRANTEE'S purchase and use of the SYSTEM.

In addition to selling, the SYSTEM for the above described consideration, GOVERNMENT shall grant to GRANTEE and its successors and assigns a right-of-way to enter upon, construct, extend, inspect, operate, replace, relocate, repair and maintain upon, over, under, along-, across and through any

portion of the PREMISES owned by the GOVERNMENT. Said right-of-way shall be provided by separate transfer document concurrently with this deed.

EFFECTIVE the _____ day of _____, 19____.

UNITED STATES OF AMERICA
Acting by and through the Department of the Navy

WITNESS:

By: _____
Real Estate Contracting Officer

STATE OF _____)
_____)
COUNTY OF _____)

ACKNOWLEDGMENT

PERSONALLY, appeared before me _____, who being duly sworn, says
that _____ saw the within named _____ sign
and seal the foregoing Quitclaim Deed in behalf of the United States of America, and that _____,
with _____ witnessed the execution thereof.

Sworn to before me this _____ day of _____, 19____,

Notary Public for the State of South Carolina.

My Commission expires: _____

Quitclaim Deed prepared by:
(_____ Name _____)

Division,
Naval Facilities Engineering Command
(_____ City, State, Zip _____)

GRANT OF RIGHT-OF-WAY

THIS INDENTURE, made the _____ day of _____ 19____
between the United States of America, acting by and through the Department of the Navy,
_____ Division, Naval Facilities Engineering Command, (hereinafter called
"GOVERNMENT") and _____,
(hereinafter called the "GRANTEE").

WHEREAS, GOVERNMENT owns that certain real property identified as
_____, (hereinafter called the
"PREMISES"); and

WHEREAS, GOVERNMENT by Quitclaim Deed dated _____ sold and conveyed the
_____ (type of system) _____ system (SYSTEM) serving, the Premises to GRANTEE;
and

WHEREAS, the GRANTEE requires and requests a right-of-way to access the SYSTEM for
the construction, installation, operation, maintenance, repair, and replacement of the SYSTEM
conveyed; and

WHEREAS, the Secretary of the Navy has found that the grant of such right-of-way on the
terms and conditions hereinafter stated is not incompatible with the public interest and is necessary for
GRANTEE to operate and maintain the SYSTEM;

NOW THEREFORE, this indenture witnesseth that in consideration of _____ and no/100
dollars (\$_____) paid by the GRANTEE to the GOVERNMENT, the GOVERNMENT, the hereby
grants to the GRANTEE and its successors and assigns, a right-of-way (hereinafter called "RIGHT-
OF-WAY") to construct extend, replace, relocate, maintain and operate upon, over, under, alone,
across and through the Premises, described in Exhibit "A" attached hereto and made a part hereof.
subject to the following terms and conditions.

The RIGHT-OF-WAY shall run until such time as specific right-of-ways for the SYSTEM are surveyed
and granted by the current property owner of the underlying land and accepted by GRANTEE, or until
otherwise terminated as provided for herein.

With the exception of buildings which are included in the SYSTEM, the width of the RIGHT-OF-WAY
for the SYSTEM shall be deemed to be _____ (____) feet, the centerline of which shall be the practical
center of the utility system, for the length of the SYSTEM.

GOVERNMENT, after consultation with the
_____, (_____), may from time to time grant
to GRANTEE such additional easements and rights-of-way over the PREMISES as may be necessary

for GRANTEE to operate and maintain, the SYSTEM as well as provide or expand service to customers within the PREMISES.

The grant of the RIGHT-OF-WAY is subject to all covenants, easements, reservations, restrictions and encumbrances whether of record or not. GOVERNMENT will coordinate with GRANTEE before granting any new easements or rights-of-way to minimize conflict with any existing or future planned GRANTEE rights-of-way.

All work in connection with the construction, installation, operation, repair, and replacement of the SYSTEM shall be done without cost or expense to GOVERNMENT. Prior written approval by GOVERNMENT and its successors and assigns must be obtained before any work is done which will involve any subsurface excavation, digging, drilling, or other disturbance of the surface or which would involve any alteration to any facilities. Access to facilities housing electrical equipment being conveyed which have been transferred to other GOVERNMENT agencies or leased will require coordination with the occupant of the building.

GRANTEE shall not undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration or repairs of the SYSTEM, without the approval of the contracting officer and compliance with Sec. 106 of the National Preservation Act, 16 U.S.C. 470, and the Archaeological Resource Protection Act, 16 U.S.C. 460 aa. Buried cultural materials may be present on the Premises. If such materials are encountered, GRANTEE shall stop work immediately and notify GOVERNMENT.

All work shall cease and GOVERNMENT will be notified if any hazardous condition is discovered during any of GRANTEE'S operations allowed for under this agreement.

GRANTEE shall maintain the RIGHT-OF-WAY and the SYSTEM in good condition at all times, and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the RIGHT-OF-WAY and the continued operation and maintenance of the SYSTEM.

GRANTEE, at its sole cost and expense, shall have the right to trim, cut and remove trees, brush, foliage, roots, and other vegetation from within or adjacent to and affecting the RIGHT-OF-WAY whenever in GRANTEE'S judgment the same shall be necessary for the safe exercise of its rights. In addition, GRANTEE, at its sole cost and expense, will be responsible for removing all green waste generated thereby. GRANTEE shall not remove any trees within areas containing historic landscaping without the GOVERNMENT's prior written consent.

GRANTEE shall be solely responsible for obtaining, at its cost and expense, any environmental permits required for its operations, maintenance and provision of services independent of any existing permits. Under no circumstances will a permit obtained or required by GRANTEE name the GOVERNMENT as a permittee or co-permittee.

GRANTEE'S rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by GOVERNMENT to assure that the exercise of such rights will not interfere with GOVERNMENT activities at the PREMISES as it relates to ultimate transfer of the PREMISES.

GRANTEE shall not conduct any operation or make any alteration, that would interfere with or otherwise restrict GOVERNMENT operations, or environmental clean-up or restoration actions by the GOVERNMENT, EPA, State of _____, or their contractors. Clean-up, restoration, or testing activities for environmental purposes shall take priority over GRANTEE'S operations on the RIGHT-OF-WAY in the event of any conflict. GRANTEE shall have no claim on account of any disruption of its operations against the GOVERNMENT or any office, agent, employee, contractor or subcontractor thereof.

The GOVERNMENT may use the RIGHT-OF-WAY for any Government activities that do not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights granted within.

GRANTEE shall comply with all applicable Federal, state and local laws regarding environmental protection requirements.

GOVERNMENT's rights specifically include the right for Government officials to inspect upon reasonable notice RIGHT-OF-WAY for compliance with environmental, safety, and occupational health laws and regulations whether or not GOVERNMENT is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. GRANTEE shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.

GOVERNMENT and its officers, agents, employees, contractors and subcontractors have the right, upon reasonable notice to GRANTEE to enter upon RIGHT-OF-WAY for the purposes enumerated in this subparagraph

(a) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the Installation Restoration Program;

(b) to inspect field activities of GOVERNMENT and its contractors and subcontractor in implementing the IRP;

(c) to conduct any test or survey related to implementation of the IRP or environmental conditions on the RIGHT-OF-WAY or verify any data submitted to the EPA or any state agency by GOVERNMENT relating to such conditions.

(d) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the IRP, including but not limited to monitoring wells, pumping wells and treatment facilities.

GRANTEE agrees to comply with the provisions of any health or safety plan in effect under the IRP during the course of any of the above described response or remedial actions. Any inspection survey, investigation or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE. GRANTEE shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, GRANTEE shall comply with all applicable Federal, State and local occupational safety and health regulations.

GRANTEE shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its _____(State)_____ equivalent. Except as specifically authorized by Government in writing, GRANTEE must provide at its own expense such hazardous waste management facilities complying with all laws and regulations. Government hazardous waste management facilities will not be available to GRANTEE.

Government accumulation points for hazardous and other waste will not be used by GRANTEE. Neither will GRANTEE permit its hazardous wastes to be commingled with hazardous waste of the Government.

GRANTEE shall have a Government approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of its operations on the RIGHT-OF-WAY.

Storage, treatment or disposal of toxic or hazardous materials on the RIGHT-OF-WAY is prohibited except as authorized by GOVERNMENT in accordance with 10 U.S.C. Section 2692.

GRANTEE shall indemnify and hold harmless GOVERNMENT from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal, arising from GRANTEE'S occupancy, use or operations, or any other actions by GRANTEE or any of GRANTEE'S employees, contractors or agents, giving rise to GOVERNMENT liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. This provision shall survive the expiration or termination of the RIGHT-OF-WAY, and Lessee's obligations hereunder shall apply whenever GOVERNMENT incurs costs or liabilities for GRANTEE'S actions.

So long as GOVERNMENT (but not its successors or assigns) owns portions of the PREMISE burdened by this RIGHT-OF-WAY, GRANTEE shall indemnify and hold harmless GOVERNMENT from any liability for damages to the SYSTEM or injuries to persons which are caused by or result from the exercise of the privileges herein granted, or for damages to the property of GRANTEE, or for injuries to the person of GRANTEE'S officers, agents, servants or employees or others who may be on the PREMISES at their invitation or the invitation of any one of them, excluding, however, claims and damages due to the fault or negligence of the GOVERNMENT or its contractors. This indemnification of the GOVERNMENT shall survive the transfer of title of the PREMISES.

So long as GOVERNMENT (but not its successors or assigns) owns portions of the PREMISE burdened by this Right-of-Way, GRANTEE shall procure and maintain for the term of this RIGHT-OF-WAY, fire and extended, coverage and third party liability insurance in the minimum amount of \$1,000,000 per person and \$1,000,000 per accident, for death or personal injury, and \$1,000,000 in property damage insurance. Each policy of insurance against loss or damage to Government property shall name GRANTEE; and the United States of America. Department of the Navy, as insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy. shall be adjusted with the GRANTEE and the proceeds, at the direction of the GOVERNMENT. shall be payable to the GRANTEE, and proceeds not paid to the GRANTEE shall be payable to the Treasurer of the United States of America."

Each policy (ies) of insurance covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be provided to a Government representative at closing of this sale.

This RIGHT-OF-WAY may be terminated by Government (but not its successors or assigns) upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; upon nonuse of such rights for a period of two consecutive years, upon termination of lease without subsequent transfer of SYSTEM or upon the grant of specific rights-of-way for the System.

IN WITNESS WHEREOF, the Government, acting, through the Department of the Navy,
has caused this instrument to be executed the day and year written first above.

UNITED STATES OF AMERICA

Acting by and through the Department of the Navy

WITNESS:

By: _____

Real Estate Contracting Officer

STATE OF _____)

)

COUNTY OF _____)

ACKNOWLEDGMENT

PERSONALLY, appeared before me _____, who being duly sworn, says
that _____ saw the within named _____
sign and seal the foregoing Quitclaim Deed in behalf of the United States of America, and that
_____, with _____, witnessed the
execution thereof.

Sworn to before me this _____ day of _____, 19____,

_____, Notary Public for the State of

_____.

My Commission expires: _____